

General Conditions of Brand Compliance B.V.

1. General

The following terms are defined as follows in these General Conditions:

- 1.1 Client: the party giving the assignment.
- 1.2 Contractor: Brand Compliance B.V; in 's-Hertogenbosch (Hambakenwetering 8D, 5231DC, The Netherlands), and its establishment in Turnhout (Rubensstraat 104/54, 2300, België) listed in the Trade Register under file number 32101659.
- 1.3 Parties: Client and Contractor jointly.
- 1.4 Assignment or Agreement: the contract for professional services in which the Contractor binds itself to carry out work for the Client.
- 1.5 General Conditions: provisions, with the exception of the provisions reflecting the core of the Agreement or Assignment, describing the contractual relationship between the Parties and the actual content of which is further determined below.
- 1.6 Special conditions: written agreements between the Parties expressly deviating from the General Conditions.

2. Applicability

- 2.1 These General Conditions apply to all services provided by the Contractor to the Client and form an integral part of every Offer and Agreement issued by the Contractor. It is not possible to deviate from the General Conditions as set out below, unless expressly otherwise agreed in writing between Parties in Special Conditions.
- 2.2 In case of Special Conditions, the latter shall prevail over the General Conditions in the event of inconsistencies, which however shall remain applicable to what is not covered under the Special Conditions.
- 2.3 If a situation is not provided for in the General Conditions, it must be construed in accordance with general applicable law taking into account the spirit of these General Conditions and the joint intentions of the Parties.
- 2.4 The applicability of any other general conditions which may be used by the Client is hereby specifically rejected by the Contractor.
- 2.5 The Client expressly declares to have read the General Conditions and to accept them in full by accepting the offer or by signing the Agreement.
- 2.6 The Contractor is authorised to make changes, additions and/or extensions to these General Conditions during the term of the Agreement, taking effect on the date announced by the Contractor.
- 2.7 In case of inconsistencies between these General Conditions and translations thereof, the Dutch text shall prevail as the authentic source.

3. Formation of the Agreement

- 3.1 Any quotation or offer from the Contractor shall be without obligation and subject to all reservations. Quotations and offers shall only be valid for the period indicated on the documents provided for this purpose.
- 3.2 A binding agreement shall be concluded at the moment that the Contractor receives an Agreement signed by the Client by mail or e-mail from the Client and in which the offer as set out by the Contractor is accepted in full.
- 3.3 If an order is issued in another way, the agreement will be concluded at the moment that the written order confirmation is sent by the Contractor, or after the Contractor has commenced with the actual execution of the Assignment.
- 3.4 As long as the signed Agreement or confirmation has not been returned by mail or email, or if confirmation is received after expiry of the offer, the Contractor reserves the right to deploy their (personnel) capacity elsewhere.
- 3.5 Unless otherwise agreed between the Parties, the Agreement is concluded for a fixed term, the duration of which is determined by the content, nature or scope of the Assignment granted.

4. Authorisation clause

- 4.1 By signing the Agreement or confirming the Assignment in another valid way, the Client will be bound to the Agreement.
- 4.2 Any person or company confirming an Assignment for the account of third parties or including the request to invoice a third party, shall warrant this third party's performance and shall be liable for performance of the Agreement in accordance with the relevant legal provisions.
- 4.3 If the Client is part of a group of companies or umbrella company, on the instructions of which the Client signs the Agreement or in case of a jointly granted Assignment, they shall be jointly and severally liable for the performance of their obligations under the Agreement in accordance with Article 5, Book 6 Dutch Civil Code and 1202 of the Belgian Civil Code respectively.

5. Changes to the Agreement

- 5.1. If the Contractor and the Client agree to amend, supplement and/or extend the Agreement, the parties will discuss the consequences, including price, quality and time of completion and record the results in writing.
- 5.2. The Parties acknowledge that changes to the Agreement, with the exception of the reservations on the part of the Contractor set out below, shall only be possible after written confirmation by both parties. The costs for this are provided for in accordance with articles 6.2, 6.5 and 9.

6. Performance of the Assignment

- 6.1 The client shall ensure that the Contractor is immediately informed of facts and circumstances that may be important in connection with the correct performance of the Assignment.
- 6.2 The Client shall make available all data and documents required by the Contractor for the performance of the Assignment, in a timely manner and in the form indicated by the Contractor. If the data required for the performance of the Agreement are not provided to the Contractor in time, the Contractor will be entitled not to start the performance of the Agreement, or to suspend the performance of the Agreement and/or to charge the extra costs arising from the delay to the Client according to the usual rates.

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6.3 Unless the nature of the Assignment expressly implies otherwise, the Client shall be, to the exclusion of the Contractor, responsible for the accuracy, completeness and reliability of the data and documents made available to the Contractor, even if these originate from or are obtained via third parties.

6.4 The Client shall ensure that the Contractor is provided with office space and other facilities which, in the opinion of the Contractor, are necessary or useful for the performance of the Agreement and which comply with all (legal) requirements to be imposed on it. This includes the use of computer, telephone and internet facilities. With regard to the (computer) facilities provided, the Client shall ensure continuity by means of adequate back-up, security and virus control procedures. The Contractor will apply virus control procedures when using the Client's facilities.

6.5 The Client acknowledges that supplementary assignments will create a right to additional compensation for the Contractor. The Contractor may only perform more work than provided for in the Assignment and charge the Client accordingly, after previous permission by the Client. However, if the Contractor is obliged to perform additional work on account of their (legal) duty of care or unforeseen circumstances, the Contractor will be entitled to charge such additional work to the Client, even if the Client has not explicitly granted their prior consent for the additional work.

6.6 The Contractor has the right to engage third parties for the performance of the Assignment, if this is, in the opinion of the Contractor, desirable for a correct or timely performance of the Assignment. For the benefit of these third parties, their agencies and staff, all provisions shall apply that concern the exclusion or limitation of the liability of the Contractor and the indemnification by the Client against claims by third parties.

6.7 The Assignment will be executed within the agreed term. In the absence of an agreed term, the Assignment will be performed within a reasonable period. As the duration of the Assignment may be influenced by a variety of factors, such as the quality of the information provided by the Client and the co-operation that is granted, the periods in which the work must be completed shall be regarded as an indication only. Compliance with this shall be a best efforts obligation and in no way an obligation to achieve a result. A term may only be regarded as a strict deadline if this has been expressly agreed in writing. Exceeding the execution period does not give rise to suspension of the payment obligation, nor to compensation or termination of the Agreement. The contractor reserves the right to extend the term in the event of changes to or extension of the Assignment.

6.8 The Contractor may provide for an execution of the Assignment in stages, unless other arrangements were made between the Parties.

6.9 The Client shall not put any improper pressure on the Contractor and their staff members working for and on behalf of the Contractor during the execution of the Assignment.

6.10 If so required for preserving the Contractor's accreditations and licensing agreements, the Client shall co-operate with audits by third parties of the assessments made by the Contractor.

6.11 The Contractor will keep a work file containing copies of relevant documents, which is owned by the Contractor. Such records shall be kept, among other things, with a view to reporting, follow-up of the Client and professional liability. The Contractor shall take into account the relevant regulations regarding processing of personal data, and if possible, take the necessary measures to anonymise personal data insofar as such data are not deemed necessary because of legal obligations.

7. Rates and payments

7.1 The rates as indicated on the offer at the moment of signing the Agreement shall apply.

7.2 All rates are expressed in euro (€) and are always exclusive of Dutch/Belgian VAT, unless otherwise agreed in writing. Unless the otherwise agreed, travel and accommodation costs, delay hours arisen outside the control of the Contractor and/or additional works as determined in article 6.5 shall constitute not-included costs and result in separate settlement.

7.3 Unless otherwise agreed, the rates for services by third parties engaged by the Contractor for the execution of the Agreement shall be included in the rates applied by the Contractor.

7.4 The Contractor is entitled to revise the rates on an annual basis, based on the Statistics Netherlands (CBS) price index.

7.5 The Client acknowledges their payment obligation as from the moment of signing the Agreement or confirming the Assignment in another valid manner. The Client's payment obligation shall not be suspended by any objections against the invoice amounts.

7.6 Payments by the Client shall be made without any deduction, discount or setoff at the Contractor's registered office address and within 14 (fourteen) days after the invoice date. Payment must be made in euros, by means of a transfer to a bank account to be designated by the Contractor.

7.7 The Client is not permitted to pay by means of bills of exchange. The Client is not permitted to pay the amount due in instalments, unless prior permission from the Contractor is obtained. Any legal possibility of setoff by the Client is expressly excluded, unless a deviation has been agreed on in writing.

7.8 In the absence of payment on the due date, the Client will be in default by operation of law. In that case, from the date on which the amount due has become due and payable, which is the day after the due date, until the time of payment, the Client shall owe the statutory interest rate on the amount due. In addition, all collection charges after the Client's default, both in and out of court, shall be for the Client's account. Extrajudicial costs shall be set at a minimum of 15% of the principal sum and interest, without prejudice to the right of the Contractor to claim the actual extrajudicial costs that exceed this amount. The judicial costs shall include the full costs incurred by the Contractor, including summon costs, register duties and statutorily prescribed contribution towards the other party's legal representation costs, even if these exceed the statutory court-approved scale of costs. Moreover, in the event of late payment, the remaining invoices that are not due yet, will also become immediately due and payable.

7.9 If the Client's financial position and/or payment history, including liquidation, debt restructuring or judicial reorganisation justifies such measures in the Contractor's opinion, the Contractor will be entitled to require the Client to provide (additional) security forthwith, in a form to be determined by the Contractor and/or to provide an advance payment. The Contractor will have the same right to receive an advance payment when the Client fails to provide the promised security, or when it appears that the provided security must be qualified as inadequate due to actions of the Client.

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7.10 If the Client fails to comply with their payment obligation or provide the requested security, the Contractor will be entitled, without prejudice to their other rights, to immediately suspend any further execution of the Assignment provided that they notified the Client in a straightforward manner. In such a case, the services will only be resumed after payment or any other adequate security has been provided. The Contractor's right to suspension shall also apply if there are reasonable grounds to assume that the Client will not meet their obligations under the Agreement.

7.11 In the event of a jointly given Assignment, the Clients shall be jointly and severally liable for payment of the full invoice amount insofar as the work has been performed for the benefit of the joint Clients in accordance with the provisions set out in article 4.3.

7.12 Any remarks regarding the invoicing must be submitted within five (5) calendar days at the latest after the invoice date, by means of a registered letter stating reasons. In the absence of any comments within this period, the invoicing is considered accepted.

7.13 With regard to payments and settlements, the Contractor's records shall be binding at all times.

7.14 The Contractor reserves the right to compensate their claims on the Client relating to payment for any claims the Client may have on the Contractor, by means of setoff or execution.

8. Financing

The refusal of an application for financing or aid measures shall under no circumstances affect the Agreement, which is considered to be definitive upon signing. This also applies if the Contractor endeavoured to support the Client in obtaining financing or aid out of well-meaning.

9. Changes to scheduled audit days

9.1 The Client is entitled to change scheduled days for carrying out audits, after prior written notification to the Contractor.

9.2 If the Client changes the audit days, as agreed in this Agreement, whereby the audit days had already been scheduled, the Client will be charged 50% of change costs regarding the agreed fee if such change occurs less than 60 days and more than 21 days before the first scheduled audit day. If a change occurs less than 21 days before the first scheduled audit day or after the start of the audit, 100% of the agreed fee will be charged.

10. Confidentiality

10.1 The Client will only use the offer submitted by the Contractor and the Contractor's related knowledge and ideas to assess their interest to grant the Assignment. The provisions in this article also apply to proposals to amend, supplement and/or extend the Agreement.

10.2 Both Parties are obliged to observe secrecy and confidential processing of all confidential information that they have received from each other or from another source within the framework of the Agreement. Information shall be regarded as confidential if (i) the information consists of business secrets of the disclosing party, (ii) the information has been communicated by the disclosing party as being confidential or similar, (iii) confidentiality arises from the nature and content of the information and this includes business secrets, technical, marketing, strategic, financial and/or other information, and the actual content and elaboration of the Assignment and knowledge gained when visiting the establishments of the Parties.

10.3 The confidentiality and discretion obligation shall apply regardless of the form in which the information is provided.

10.4 Unless disclosure is required under any statutory provision, regulation or other (professional) rule, the Contractor and the employee(s) deployed for the Assignment shall not disclose any confidential information obtained from the Client to third parties. The Client may grant an exemption in this respect. The same obligation shall apply with regard to the Client's confidentiality obligation.

10.5 The Contractor does not have the right to use the confidential information made available to them by the Client for a purpose other than that for which it was obtained, unless the Client grants their written consent. An exception to this applies in the event that the Contractor acts on their own behalf in disciplinary, civil or criminal proceedings in which this information may be important.

10.6 Unless disclosure by the Client is required under any legal provision, regulation or other (professional) or previous written consent to do so has been obtained from the Contractor, the Client shall not disclose the contents of reports, advice or other communications from the Contractor, whether or not in writing, to any third parties.

10.7 The Client shall keep business information of the Contractor confidential, of which information confidentiality is certain or must reasonably be recognised as such by the Client. The Client shall also oblige staff members or third parties engaged by the to maintain confidentiality.

10.8 The confidential information and trade secrets shall remain the exclusive intellectual property of the disclosing Party and shall not grant any commercial agent, their officials, mandatories and/or staff members any copyright, rights of use or reproduction rights.

11. Intellectual property

11.1 The Contractor reserves all rights of intellectual property with regard to creations of the mind which they use or used and/or develop or developed in the context of the execution of the Assignment, and in respect of which they own or are able to enforce the copyrights or other intellectual property rights. The term "creation" includes: all concepts, ideas, designs, writings, collections of data that are arranged systematically or methodically, oral presentations and any other product in the fields of literature, science or art, regardless of the manner or form in which it is expressed.

11.2 Without prejudice to the provisions under article 10.3, the Contractor shall have the right to publish and/or reproduce their creations to the exclusion of the Client.

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11.3 The Client is expressly prohibited from reproducing, disclosing or marketing those creations, in whole or in part, including the creations set out in the previous provision and other intellectual products of the Contractor, all in the broadest sense of the word, with or without the involvement of third parties. This includes reproducing, disclosing or marketing the works in modified form, or as a part of a collection of works. Reproduction and/or publication and/or marketing is only permitted after obtaining written permission from the Contractor. The Client only has the right to make multiple copies of the written documents for use within its own organisation, insofar as appropriate within the objective of the Assignment. In the event of early termination of the Assignment, the foregoing shall remain in full force.

11.4 The Contractor hereby reserves all right to claim damages to cover their losses in its entirety.

12. Processing of personal data

12.1 Parties acknowledge that the processing of personal data (name, email address, address, location data, telephone number etc. of natural persons) will take place in accordance with the prevailing national regulations, as well as Regulation (EU) 2016/679 and its implementing decisions and to comply with them.

12.2 The personal data collected by the Contractor will only be used to execute the Assignment and inform the Client. No personal data will be processed without the Contractor having obtained the required permission, unless this is necessary for an adequate service, or required by law. The Contractor undertakes to always process personal data confidentially.

12.3 The personal data will under no circumstances be transferred to third parties without the express prior written consent of the data subject, unless required for the execution of the Assignment, required by law, or strictly necessary for another reason.

12.4 If the Contractor engages third parties, which must necessarily be notified of the personal data of the data subject, Contractor will ensure compliance with the relevant legislation by such third parties.

12.5 The contractor undertakes to implement technical and organisational measures to prevent loss or any other form of unlawful processing of personal data, taking into account the state of the art, the industry involved, the nature of the processing and the associated risks.

12.6 Data subjects shall have the right to request access, rectification and/or erasure of their collected personal data, as well as the right to withdraw their consent or to request portability. The data collected by the Contractor may always be consulted after a written request to the Contractor (info@brandcompliance.com).

12.7 Questions and/or complaints regarding the processing of your personal data may be directed to the central contact point center at the Contractor. (info@brandcompliance.com or +31 (0)73 – 220 20 00 (NL)/ +32 (0)14 48 07 30 (B)).

13. Non-solicitation clause

None of the parties may, during the execution of the Assignment and within one year after termination of the Assignment, hire any employees from the other party who are or were involved in the execution of the Assignment or negotiate employment with such employees, without the permission of the other party. The party that, despite this non-solicitation clause, nevertheless hires an employee or employees from the other party, will owe the other party a fine of 5,000 (five thousand) euro plus 1,000 (one thousand) euro per day of continued employment, which may be increased depending on the profile of the employee in question.

14. Termination of the Agreement

14.1 In the event of an unforeseeable, unavoidable and non-attributable event that temporarily prevents or significantly aggravates the performance of their obligations, including, but not limited to, long-term illness, death, wildcat strike, legal obligations or government orders, the Contractor shall have the right to suspend the execution of the Assignment during the period of force majeure. This will be without prejudice to the payment obligation on the part of the Client and without any further compensation being owed.

14.2 Notwithstanding the provisions of article 14.1, a situation shall not be regarded as force majeure if this situation arises as a result of default by one of the Parties and the defaulting Party will have to compensate for the resulting damage, unless evidence is presented to prove that the damage would also have risen without the late fulfilment by the defaulting Party.

14.3 In case of the force majeure situation under 14.1 lasts longer than six (6) months and thus can no longer be considered as temporary, both Parties shall have the right to revise the Assignment or to terminate the agreement without court intervention by means of a straightforward written notification and provided that payment of the already executed part of the Assignment is carried out. Such termination shall be without any obligation to further compensation to the other Party, unless this is considered reasonable and fair with a view to the actual circumstances or if it is demonstrated that the terminating party benefits from the termination.

14.4 Except in the case of the force majeure situation set out in articles 14.1 to 14.3, the Agreement shall remain fully valid and in effect, until it is terminated by one of the Parties and in accordance with the provisions of this Agreement, subject to a notice period of 60 (sixty) days.

14.5 Each of the Parties is entitled to terminate this Agreement by giving notice in writing to the other Party under the following circumstances: (i) if the other Party is in material breach of this Agreement and fails to rectify this within 10 business days of written notice given by the other Party; (ii) if the other Party becomes insolvent, is unable to pay their debts on time, or is subject to liquidation proceedings, receivership, dissolution, winding-up, closing down or any other termination proceedings. Such termination of the Agreement shall be done without any notice period nor compensation for such termination.

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14.6 If the Contractor terminated the Agreement early, the Client will be entitled to the Contractor's co-operation in handing over the work to a third party, unless there are facts and circumstances underlying the termination that are attributable to the Client. In all cases of early termination, the Contractor retains the right to payment of the invoices for work they performed until then, whereby the preliminary results of the work carried out up to that time will be provided to the Client. Insofar as the hand-over of the work involves extra costs for the Contractor, such costs will be charged to the Client.

14.7 If the Agreement has been terminated early by the Client, a standard administrative termination fee of 1,250 (one thousand two hundred and fifty) euros will be charged to the Client, without prejudice to the right to payment of the already executed part of the Assignment.

14.8 If the termination of the Agreement by the Contractor is the result of a breach of contract on the part of the Client, including if the Client does not fulfil or not properly fulfil the Agreement, including the General Terms and Conditions, the Contractor shall have a claim to full compensation in addition to payment for the already performed part of the Agreement.

14.9 Upon termination of the Agreement, each Party shall immediately hand over to the other Party all property, goods and documents in their possession that are owned by the other Party.

15. Objections and complaints

15.1 Any complaints relating to the work performed must be communicated to the Contractor by registered letter within 15 (fifteen) days of the date of sending the documents or information about which the Client wishes to submit a complaint. Objections that are submitted after this period shall be deemed to be inadmissible.

15.2 Objections as referred to in article 15.1 shall not suspend the Client's payment obligation. The Client shall under no circumstances be entitled to postpone or refuse payment, based on an objection relating to a specific service, for other services provided by the Contractor unrelated to the complaint.

15.3 In the case of a justified objection, the Contractor will have the option to (i) adjust the fees charged, (ii) correction or re-performance of the rejected work, or (iii) stop any (further) execution of the Assignment, in part or in full, with a refund in proportion to the fees already paid by the Client.

15.4 Any complaints submitted by the Client relating to the services provided by the Contractor will be processed by the Contractor in accordance with the applicable complaints procedure described on the Contractor's website.

15.5 In the event of a dispute between the Parties, which is submitted to court judgement, the Parties undertake to pay the due amount as a security into consignment in a blocked account at an independent financial institution pending the settlement of the dispute (in Belgium: the Deposit and Consignation Office, "Deposito- en Consignatiekas") in accordance with statutory regulations.

16. Liability

16.1 The Contractor shall only be liable to the Client for damage if this is the result of a shortcoming attributable to the Contractor and to the extent provided in these General Terms and Conditions.

16.2 The Contractor will perform their work to the best of their knowledge and in doing so will exercise the due care that may be expected from the Contractor.

16.3 If an error is made because the Client provided the Contractor with incorrect or incomplete information, the Contractor will not be liable for the resulting damage.

16.4 If the Client demonstrate that the Contractor has not performed the agreed work completely or not properly, the Contractor will undertake to fully and properly carry out the work at a later date. If the Client has demonstrably suffered damage as a result of this, any compensation will be limited to the amounts and/or ceilings indicated in the relevant insurance. If the insurance does not provide cover, a maximum of half of the amount of the fees received by the Contractor within the framework of the relevant Assignment in the past 12 (twelve) months will apply.

16.5 For situations that are subject to business or professional liability, the Contractor shall have a business and professional liability insurance. In case of liability the Client agrees that the maximum liability of the Contractor will be limited to the amounts and/or ceilings indicated in the relevant insurance. In case no cover is provided by the Contractor's insurer, the right to damages in case of liability shall be limited to half of the amount of the fees received by the Contractor for the relevant Assignment in the past 12 (twelve) months.

16.6 The Client shall indemnify the Contractor against third-party claims for damage caused by the Client providing incorrect or incomplete information to the Contractor, unless the damage was caused by gross negligence or intent on the part of the Contractor.

16.7 Insofar as the Client engages the co-operation or services of third parties in the performance of their obligations, the Contractor shall not be held liable for any damage resulting from any errors made by such third parties, including major or deliberate errors.

16.8 The liability restrictions set out in article 16 are also stipulated for the benefit of the third parties engaged by the Contractor for the execution of the Assignment, including other branches of the Contractor, which may therefore directly invoke this restriction of the Contractor's liability.

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17. Assignment of the Agreement

17.1 Neither Party shall be entitled to assign or transfer their rights and/or obligations arising from the Agreement to a third party without the prior, express and written consent of the other Party.

17.2 This provision does not apply to the transfer of this Agreement, or separate rights and obligations by the Parties to one of their affiliated businesses, or to third parties. If the transfer is the necessary consequences of a sale, merger, division or other change to legal situation of the Parties, provided that this transfer does not adversely affect the rights of the other Party. The transferor shall notify the other Party in advance in writing.

18. No waiver

The fact that the Contractor does not exercise their rights under these General Conditions or does so with a delay, shall not be regarded as a waiver of rights, unless stated otherwise by means of an express written statement by the Contractor. Any waiver shall always be interpreted restrictively and shall only relate to the rights and circumstances as described in the written statement.

19. Invalidity of General Conditions

19.1 If any of the provisions of these General Conditions are void, invalid or not applicable. This will not bar the validity of the other provisions, which will remain fully in effect.

19.2 For the subject matter included in a provision that is declared void, invalid or inapplicable, statutory regulations shall apply.

20. Applicable law: jurisdiction

20.1 Dutch law shall apply to all Agreements between the Client and the Contractor that are to be executed within Dutch territory. Belgian law shall apply to all Agreements between the Client and the Contractor that are to be executed within the Belgian territory.

20.2 Unless the parties expressly agree otherwise in writing, all disputes relating to Agreement between the Client and the Contractor, executed in Dutch territory, will be resolved by the competent court in the district of Amsterdam. Disputes in connections between the Client and the Contractor executed within Belgian territory may exclusively be validly submitted to the Business Court of the judicial district of Antwerp, Turnhout department. This is without prejudice to the Contractor's right to apply to the local courts of the district where the Client has their registered office.